

FILED

MAY 30 2007

By The  
Office of The City Clerk

(Fold Here Second - Then Seal With Tape)

City of Sacramento  
City Clerk's Office  
915 I Street, 1st Floor  
Sacramento, CA 95814-2714

Place  
Stamp  
Here

City of Sacramento  
City Clerk's Office  
915 I Street, 1st Floor  
Sacramento, CA 95814-2714

(Fold Here First)

DATE BID OPENED 5-30-07  
 EMPLOYEE INITIALS VJM  
 MARK ONE BOX FOR EACH ITEM ONLY

**BID SECURITY**  
 NONE REQUIRED  
 PROPERLY SIGNED

**BID DEPOSIT TYPE**  
 BID BOND  
 CALIF. BANK CASHIER'S CHECK  
 CERTIFIED CHECK  
 CASH  
 CALIF. BANK MONEY ORDER

**AFTER AWARD OF BID**  
 SECURITY RETURNED  
 SECURITY ACCEPTED

EMPLOYEE INITIALS \_\_\_\_\_  
 DATE \_\_\_\_\_



# CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

**Bid Number: B071181088**

**INVITATION FOR BID  
And  
Contract Specifications**

**FOR: Roadway Striper**

***Bids Must Be Received Prior To 2:00 P.M. on May 30, 2007***

**Bids Must Be Submitted To:** City Clerk's Office  
915 "I" Street, First Floor  
Sacramento, CA 95814

Pre-Bid Conference: Not Applicable  
Mandatory:  Yes  
 No

**NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:  
(Bidder to complete the following information)**

Name of Bidder: Endisys LLC  
Address: 14329 Northdale Blvd  
City, State, Zip Code: Rogers Mn  
Phone Number: 763 428 5075  
Email Address: johnsills@endisys.com

BID

BID NO. B071181088

FOR SERVICES/SUPPLIES: Roadway Striper

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the "Contract Documents," are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Endisys  
ADDRESS: 14329 Northdale Blvd  
PHONE #: 763-428-5075 FAX #: 763-428-5078  
STATE TAX I.D. #: 3865447 FED. TAX I.D. #: 41-1915626

City of Sacramento Business Operation Tax Certificate #: \_\_\_\_\_  
(Contract award will not be processed if Certificate Number is missing)

TYPE OF BUSINESS ENTITY (check one): \_\_\_\_\_ Individual/Sole Proprietor \_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation  Limited Liability Company  
\_\_\_\_\_ Other (please specify: \_\_\_\_\_)

BY: (signature of authorized person) [Signature]  
PRINT NAME: Jeff Steigow  
TITLE: President

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

- 1) Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? \_\_\_ Yes; or  No
- 2) If the answer to Question #1 is "Yes":
  - a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):  
\_\_\_\_\_
  - b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number:  
\_\_\_\_\_.

**3. DELIVERY GUARANTEE**

Contractor guarantees delivery within 90 days after receipt of order (ARO).

**4. PAYMENT DISCOUNT**

Will you offer a prompt payment discount? Yes [ ] or No  (Net 30 days)

If Yes, the Payment Discount is \_\_\_\_\_% for payment within \_\_\_\_\_ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

**5. MANUFACTURER'S SPECIFICATION**

Complete specification, published literature and photos or illustrations of unit(s) proposed, shall be furnished with the bid.

**6. NEAREST FACTORY AUTHORIZED SERVICE CENTER**

Page 25, Warranty, Item (d), Bidders shall list the nearest factory authorized service center responsible for service:  
\_\_\_\_\_

**7. AIRLESS PAINT PUMP**

Page 30, Item 1.3, Graco or proposed equal:\_\_\_\_\_

**8. HYDRAULIC SUPPLY SYSTEM**

Page 31, Item 1.5, Saur Danfoss Series 45 axial or proposed equal:\_\_\_\_\_

**9. COMPRESSOR**

Page 31, Item 1.6, QTS 3 Quincy or proposed equal:\_\_\_\_\_

**10. LASER GUIDANCE SYSTEM**

Page 35, Item 1.16 Laser System GL-3000-P or proposed equal:\_\_\_\_\_

**11. EQUAL BENEFITS ORDINANCE**

Exhibit 1

PRICING SCHEDULE(S)

CITY OF SACRAMENTO  
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento prices in accordance with the provisions and specifications contained herein:

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>
1 each	Roadway striper, with lane line and layout capabilities per attached specifications <u>END, S, S</u> Proposed Manufacturer Make/Model	\$ <u>209,500<sup>00</sup></u>
	7.75% Sales Tax	\$ <u>16,236.25</u>
	CA Tire Fee	\$ <u>—</u>
	<b>Total</b>	\$ <u>225,736.25</u>

Prices are to be all inclusive (i.e. tax, freight, shipping charges, handling, special fees or any other related costs, etc.).

Dealer shall state warranty coverage term (i.e.yrs/miles). 1 yr - mfg warranty

**ITEMS REQUIRING BIDDER RESPONSE**

**NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.**

**1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE**

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Office of Small Business Development at (916) 808-6747.

**A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES - the firm submitting the bid is certified by the City of Sacramento as a small business enterprise.
- NO - the firm submitting the bid is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number

\_\_\_\_\_.

**B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

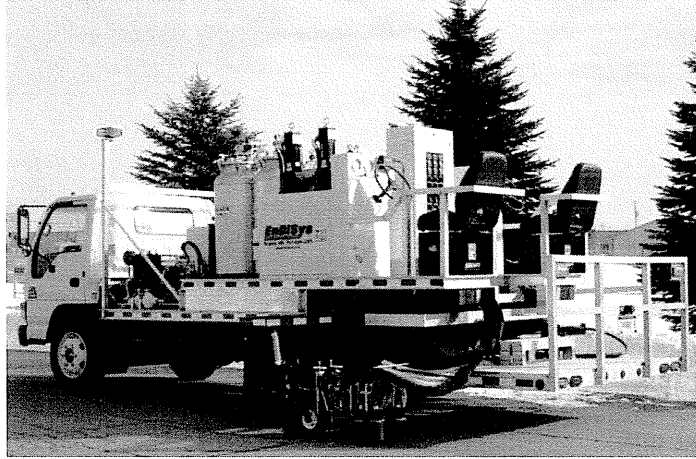
- YES - the firm submitting the bid is certified by the City of Sacramento as an emerging business enterprise.
- NO - the firm submitting the bid is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: \_\_\_\_\_.

**2. LOCAL BUSINESS SALES/USE TAX DEDUCTION**

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

## ACCU-STRIPER



### Technical Specifications:

Chassis.....	GMC W5500HD
Dimensions.....	24.5' L x 7.5'W
Weight	
Without Material.....	15,255 lbs
(includes all utility fluids and driver)	
With Material.....	19,068 lbs
Rated Application Rate.....	3-5 MPH @ 20 mils
Power Plant.....	34 hp Diesel, Liquid Cooled
Pumps.....	Graco
Max. Flow Rate.....	8.6 GPM
Max. Fluid Pressure.....	3,000 psi
Wetted Parts.....	SST, Teflon
Hydraulics.....	Variable Displacement Pressure Compensated Piston Pump
Max. Flow Rate.....	28 GPM
Max. Fluid Pressure.....	1,500 PSI
Pneumatics.....	3 HP Air Compressor
Head Unloaders	
Auto Drain	

## **ENDISYS Warranty and Disclaimers**

### **WARRANTY**

Endisys warrants all equipment manufactured by it and bearing its name to be free from defects in material and workmanship on the date of sale by an authorized Endisys distributor to the original purchaser for use. As purchaser's sole remedy for breach of this warranty, Endisys will, for a period of twelve months or two thousand hours of operation for time of sale, repair or replace any part of the equipment proven defective. This warranty applies only when the equipment is installed, operated and maintained in accordance with Endisys's written recommendations.

This warranty does not cover, and Endisys shall not be liable for, any malfunctions, damage or wear caused by faulty installation, misapplication, abrasion, corrosion, inadequate or improper maintenance, negligence, accident tampering, or substitution of non-Endisys component parts. Nor shall Endisys be liable for malfunction, damage or wear caused by the incompatibility with Endisys equipment of structures, accessories, equipment or materials not supplied by Endisys, or the improper design, manufacture, installation, operation or maintenance of structures, accessories, equipment or materials not supplied by Endisys.

This warranty is conditioned upon the prepaid return of the equipment claimed to be defective to an authorized Endisys distributor for verification of the claim. If the claimed defect is verified, Endisys will repair or replace free of charge any defective parts. The equipment will be returned to the original purchaser transportation prepaid. If inspection of the equipment does not disclose any defect in material or workmanship, repairs will be made at a reasonable charge, which charges may include the costs of parts, labor and transportation.

### **DISCLAIMERS AND LIMITATIONS**

The terms of this warranty constitute purchaser's sole and exclusive remedy and are in lieu of any other warranties (express or implied), including warranty of merchantability or warranty of fitness for a particular purpose, and of any non-contractual liabilities, including production liabilities, based on negligence or strict liability. Every form of liability for direct, special or consequential damages or loss is expressly excluded and denied. In no case shall Endisys's liability exceed the amount of the purchase price. Any action for breach of warranty must be brought within two (2) years of the date of sale.

### **EQUIPMENT NOT COVERED BY ENDISYS WARRANTY**

Endisys makes no warranty, and disclaims all implied warranties of merchantability and fitness for a particular purpose, with respect to accessories, equipment, materials, or components sold but not manufactured by Endisys. These items sold, but not manufactured by Endisys (such as electric motors, switches, hose, etc.) are subject to the warranty, if any, of their manufacturer. Endisys will provide purchaser with reasonable assistance in making any claim for breach of these warranties.